

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

TOMMY LYNN BURROUGHS 1068 KERRY DRIVE CALERA, AL 35040

STATE OF ALABAMA

COUNTY OF SHELBY

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED FIFTY THOUSAND DOLLARS 00/100 (\$150,000.00) to the undersigned grantor, MB & C - KINSALE, LLC, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto TOMMY LYNN BURROUGHS, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 17, according to the Survey of Kinsale Garden Homes, 2nd Sector, as recorded in Map Book 36, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2007 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2008.
- 2. 8-FOOT UTILITY EASEMENT ALONG KERRY DRIVE AND A 35-FOOT EASEMENT ALONG REAR LOT LINE, AS SHOWN ON RECORDED MAP.
- RESTRICTIONS, PUBLIC UTILITY EASEMENTS, AND BUILDING SETBACK LINES AS SHOWN ON RECORDED MAP.
- 4. OIL, GAS AND MINERALS AND ALL OTHER SUBSURFACE INTERESTS IN, TO OR UNDER THE LAND HEREIN DESCRIBED.
- 5. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN 20050803000393800.
- 6. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.

\$150,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, their heirs and assigns, forever.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns

shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, MB & C - KINSALE, LLC, by J. HARRY BLALOCK its MEMBER, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 30th day of October, 2007.

MB & C - KMSALE, LLC

HARRYBLALOCK

MEMBER

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that J. HARRY BLALOCK, whose name as MEMBER of MB & C - KINSALE, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 30th day of October, 2007.

Notary Public

My commission expires:

20071102000508330 2/2 \$15.00 20071102000508330 2/2 \$15.00 Shelby Cnty Judge of Probate, AL 11/02/2007 01:39:55PM FILED/CERT